

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LEE BUNCH,

Plaintiff,

vs.

Case No. 21-

AETNA LIFE INSURANCE COMPANY,

Defendant,

_____ /

DONALD W. BUSTA, JR. (P67544)

Attorney for Plaintiff

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PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, LEE BUNCH, by and through his attorneys, DONALD W. BUSTA, JR, and LEVINE BENJAMIN, P.C., and for his Complaint against Defendant, AETNA LIFE INSURANCE COMPANY, states as follows:

1. At all times, relevant hereto, Plaintiff, LEE BUNCH, is a resident of the City of Battle Creek, County of Calhoun and State of Michigan.

2. At all times, relevant hereto, Defendant, AETNA LIFE INSURANCE COMPANY, is a foreign insurance corporation in good standing and continuously conducting business throughout the State of Michigan.

3. At all times, relevant hereto, Defendant, AETNA LIFE INSURANCE COMPANY, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee benefits plan provided for the benefit of Plaintiff, LEE BUNCH, and other employees, by their employer.

4. The Long-Term Disability insurance policy issued by Defendant, AETNA LIFE INSURANCE COMPANY, is part of a group employee benefit plan covered by and within the meaning of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 et seq.

5. The terms of said contract of insurance obligated Defendant, AETNA LIFE INSURANCE COMPANY, to provide Plaintiff, LEE BUNCH, with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due to injury, disease or other medical condition.

6. That Plaintiff, LEE BUNCH, suffers from a disorder of the lumbar spine, disorders of the bilateral knees and morbid obesity (body weight ranging from 470 to 540 pounds). As a result, Plaintiff's conditions have made it impossible for him to work.

7. Defendant, AETNA LIFE INSURANCE COMPANY, has wrongfully terminated Plaintiff's Long-Term Disability Benefits.

8. Defendant's denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff's claim of total and permanent disability. Defendant's refusal to pay Plaintiff's benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, LEE BUNCH, has exhausted all required appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, LEE BUNCH, is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and pay Long-Term Disability Benefits to Plaintiff.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

(a) Persons Empowered to Bring a Civil Action
A civil action may be brought –

(1) by a participant or beneficiary –

(B) to recover benefits due to her under the terms of the plan, to enforce her rights under the terms of the plan, or to clarify her rights to future benefits under the terms of the plan[.]

12. As a result of Defendant's wrongful denial of Long-Term Disability Benefits, Plaintiff, LEE BUNCH, has sustained the following damages, including, but not limited to:

(a) Loss of past, present and future income in the form of wage loss compensation benefits;

WHEREFORE, Plaintiff, LEE BUNCH, prays for Judgment in his favor and against the Defendant, AETNA LIFE INSURANCE COMPANY, in whatever amount he is found to be entitled, in addition to costs, interest and attorney fees.

Respectfully submitted,

LEVINE BENJAMIN, P.C.

/s/ DONALD W. BUSTA, JR

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